

IF:

(1) THE MEMBER WAS NOTIFIED IN WRITING OF THE EXACT MOTION OR RESOLUTION ON WHICH THE VOTE IS TAKEN; AND

(2) A COPY OF THE MOTION OR RESOLUTION IS ATTACHED TO THE VOTE MAILED BY HIM.

REVISOR'S NOTE: This section presently appears as Art. 23, §366.

The phrase "regular or special meeting legally called" has been revised to simply "meeting" since the omitted words are unnecessary. No substantive change is intended.

The provisions of present Art. 23, §366(c), that a vote by mail does not count in computing a quorum, appears in §5-520 of this subtitle.

The only other changes are in style.

For the definition of "mail," see §1-101.

5-522. CONTRACTS WITH MEMBERS.

(A) VALIDITY OF CONTRACTS WITH MEMBERS.

IF OTHERWISE LAWFUL, A MEMBER MAY CONTRACT WITH HIS COOPERATIVE TO SELL HIS PRODUCTS TO OR THROUGH OR BUY GOODS FROM OR THROUGH THE COOPERATIVE OR ITS FACILITIES.

(B) SELF-RENEWING CONTRACT PERMITTED.

THE CONTRACT MAY BE MADE SELF-RENEWING FOR PERIODS UP TO FIVE YEARS, SUBJECT TO NOTICE TO BE GIVEN BY EITHER PARTY AT LEAST 60 DAYS BEFORE THE CONTRACT EXPIRES IF HE DESIRES NOT TO RENEW.

(C) LIQUIDATED DAMAGES PERMITTED.

THE CONTRACT MAY PROVIDE FOR LIQUIDATED DAMAGES TO BE PAID BY THE MEMBER FOR BREACH OF CONTRACT.

(D) INJUNCTION AND SPECIFIC PERFORMANCE.

IN THE EVENT OF A BREACH OR THREATENED BREACH OF THE CONTRACT BY A MEMBER, THE COOPERATIVE MAY OBTAIN AN INJUNCTION TO PREVENT THE BREACH AND A DECREE FOR SPECIFIC PERFORMANCE OF THE CONTRACT.

REVISOR'S NOTE: This section presently appears as